



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR BETH DELBUONO

NEWINGTON TOWN COUNCIL

*****L-101 (Lower Level)*** – Town Hall
131 Cedar Street**

REGULAR MEETING AGENDA

Tuesday, April 28, 2020, 7:00 P.M.

This meeting will be presented as a Zoom Webinar/Meeting. Information on how to attend will be posted on the website at <https://www.newingtonct.gov/virtualmeetingschedule>

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- I. PLEDGE OF ALLEGIANCE**
 - II. ROLL CALL**
 - III. APPROVAL OF AGENDA**
 - IV. PUBLIC PARTICIPATION – IN GENERAL (Via Zoom or Telephone: 888-788-0099 or 877-853-5247) (4 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)**
 - V. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION**
 - VI. CONSIDERATION OF OLD BUSINESS (Action May Be Taken)**
 - A. Town Hall Project Update
 - B. Health Update
 - C. Discussion-Anna Reynolds Elementary School Roof Replacement
 - D. Fair Housing Month Resolution
 - E. TPZ Referral for Robbins Avenue Re-Alignment
 - F. TPZ Referral for Proposed Sale of Town Owned Property – 88 Stamm Road
 - G. Communications Tower Space Agreement
 - H. Indian Hill Country Club Additional Appropriation
 - VII. CONSIDERATION OF NEW BUSINESS (Action May Be Taken by Waiving the Rules)**
 - A. CT State Library Historic Documents Preservation Grant FY2021
 - VIII. TAX REFUNDS (Action Requested)**
 - A. Approval of April 28, 2020 Refund for an Overpayment of Taxes
 - IX. MINUTES OF PREVIOUS MEETINGS**
 - A. March 3, 2020 Public Hearing Minutes
 - B. March 10, 2020 Regular Meeting Minutes
 - C. March 24, 2020 Regular Meeting Minutes
 - D. April 14, 2020 Special Meeting

- X. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC**
- XI. COUNCIL LIAISON/COMMITTEE REPORTS**
- XII. PUBLIC PARTICIPATION – IN GENERAL (Via Zoom or Telephone: 888-788-0099 or 877-853-5247) (3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)**
- XIII. REMARKS BY COUNCILORS**
- XIV. ADJOURNMENT**



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Town Hall Project Update

Keith Chapman, Town Manager, will review the current status of the Town Hall Renovation Project and answer any questions that the Council may have regarding the project.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Health Update – COVID-19

Keith Chapman, Town Manager, will update the Town Council on the status of the COVID-19 virus and the actions being taken within the municipality.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Discussion – Anna Reynolds Elementary School Roof Update

The Board of Education and the Town have monitoring of the water intrusion for the roof at the Anna Reynolds Elementary School. As part of this item the Council has received, under separate cover, an updated daily log from April 9th through April 26th showing the weather conditions and the impact to the affected rooms.

Anna Reynolds Daily Roof Log

Date	Overnight Weather	RM. 1A	RM. # 7 rear wall	B-Hall by RM. # 9	RM. # 9	RM. # 17	RM. # 18	C-Hall by RM. # 18	RM. # 22
04/07/20	clear	dry	dry	dry	dry	dry	dry	dry	dry
04/08/20	SHOWERS	dry	dry	dry	dry	dry	dry	dry	dry
04/09/20	OVERCAST	dry	dry	dry	dry	dry	dry	dry	dry
04/13/20	RAIN	dry	dry	dry	dry	dry	dry	dry	dry
04/14/20	HEAVY RAIN WIND TO CLEARING	dry	dry	dry	dry	dry	dry	dry	dry

day
dubas

Anna Reynolds Daily Roof Log

[illegible]



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Annual Fair Housing Month Resolution

Since 1993, the Town of Newington has been the recipient of grant funding through the Small Cities Grant Program. The program assists in funding the Town's housing rehabilitation loan program as well as infrastructure and other improvements to Newington's housing stock.

As a recipient of such grant funding and potential future applicant, the Town of Newington documents its commitment to the principles and practices of Fair Housing by the adoption of an Annual Fair Housing Resolution.

The Resolution has been added for your consideration. Following adoption, the resolution will be included in the Town's Small Cities Fair Housing Plan Component. In addition, the Town Planner will be forwarding letters to local lenders and real estate professionals encouraging their continued commitment to Fair Housing.

Attachment

- Resolution – Annual Fair Housing Month Resolution

AGENDA ITEM: VI.D

DATE: 4/28/2020

RESOLUTION NO. 2020-

WHEREAS, All persons are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and

WHEREAS, Federal fair housing laws require that all individuals, regardless of race, color, religion, sex, handicap, familial status or national origin, be given equal access to all housing-related opportunities, including rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and

WHEREAS, Connecticut fair housing laws require that all individuals, regardless of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation, or gender identity or expression be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and

WHEREAS, the Town of Newington is committed to upholding these laws and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice;

NOW, THEREFORE, BE IT RESOLVED, that the Newington Town Council hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase and obtain financing for adequate housing of their choice on a non-discriminatory basis; and

BE IT FURTHER RESOLVED, that the Town Manager of the Town of Newington, or their designated representative, is responsible for responding to and assisting any person who alleges to be the victim of any illegal discriminatory housing practices in the Town of Newington and for advising such person of the right to file a complaint with the State of Connecticut Commission on Human Rights and Opportunities (CHRO) or the U.S. Department of Housing and Urban Development (HUD) or to seek assistance from the CT Fair Housing Center, legal services, or other fair housing organizations to protect his or her right to equal housing opportunities.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: TPZ Referral for Robbins Avenue Re-Alignment

The Town Council, at the meeting of March 24, 2020, referred the realignment of Robbins Avenue to the Town Plan and Zoning Commission for their review. The TPZ undertook a review of the proposed changes along the Robbins Avenue corridor and has supplied their favorable report, as required under CGS §8-24. A copy of their Certificate of Action has been included for your review and a Resolution for your adoption to Place the Report on File.

Attachment:

- Certificate of Action, Petition #14-20 – Sec. 8-24 Referral of Proposed Re-Alignment of Robbins Avenue.
- Resolution – Place the Report on File - Certificate of Action, Petition #14-20 – Sec. 8-24 Referral of Proposed Re-Alignment of Robbins Avenue



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Town Plan and Zoning Commission

Craig Minor, AICP
Town Planner

Certified Mail: hand-delivered

April 8, 2020

CERTIFICATE OF ACTION CGS SECTION 8-24 REFERRAL

Keith Chapman, Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

Dear Mr. Chapman:

**Re: Petition #14-20: Sec. 8-24 Referral of Proposed Re-Alignment of Robbins Avenue.
Town of Newington, owner/applicant.**

This is to inform you that at the regular meeting on April 6, 2020 the Town Plan and Zoning Commission voted to make a favorable recommendation on the matter of the proposed realignment of Robbins Avenue.

A legal notice to that effect will be published in the New Britain Herald on or about April 10, 2020.

Yours truly,

Craig Minor, AICP
Town Planner

cc:

Town Clerk

✓ file

Phone: (860) 665-8575 Fax: (860) 665-8577
townplanner@newingtonct.gov
www.newingtonct.gov

AGENDA ITEM: VI.E.

DATE: 4/28/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council hereby moves to Place on File the Certificate of Action for Petition #14-20 – Sec. 8-24 Referral of Proposed Re-Alignment of Robbins Avenue, received from the Newington Town Plan & Zoning Commission, dated April 8, 2020, a copy of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: TPZ Referral for Proposed Sale of Town Owned Property – 88 Stamm Road

The Town Council, at the meeting of February 25, 2020, referred the proposed sale or an easement on a portion of property located at 88 Stamm Road, to the Town Plan and Zoning Commission for their review. The TPZ, at a meeting held on April 6, 2020, undertook a review of the proposed sale or easement and has recommended against the sale of the property, as required under CGS §8-24. They did suggest that they would support a transfer of some portion of the southern end of Boulevard to the owner. A copy of their Certificate of Action has been included for your review and a Resolution for your adoption to Place the Report on File.

Attachment:

- Certificate of Action Petition #08-20 – Sec. 8-24 Referral of Proposed Sale of Town-Owned Property at 88 Stamm Road.
- Resolution – Place the Report on File - Certificate of Action Petition #08-20 – Sec. 8-24 Referral of Proposed Sale of Town-Owned Property at 88 Stamm Road



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Town Plan and Zoning Commission

Craig Minor, AICP
Town Planner

Certified Mail: hand delivered

April 8, 2020

CERTIFICATE OF ACTION CGS SECTION 8-24 REFERRAL

Keith Chapman, Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

Dear Mr. Chapman:

**Re: Petition #08-20: Sec. 8-24 Referral of Proposed Sale of Town-Owned Property
at 88 Stamm Road. Town of Newington, owner/applicant.**

This is to inform you that at the regular meeting on April 6, 2020 the Town Plan and Zoning Commission voted to recommend the Town Council not sell the property on 88 Stamm Road to the owner of the residential property at 4 Boulevard. A legal notice to that effect will be published in the New Britain Herald on or about April 10, 2020.

The Commission noted that this vacant, wooded property functions as a buffer between the homes east of Stamm Road and the industrial activities on Stamm Road. The Commission also expressed concern over the steep slope on the west side of the property.

The Commission would, however, support the transfer of some portion of the southern end of Boulevard to the owner of 4 Boulevard if he so desired.

Yours truly,

Craig Minor, AICP
Town Planner

cc:

✓ Town Clerk
file

Phone: (860) 665-8575 Fax: (860) 665-8577
townplanner@newingtonct.gov
www.newingtonct.gov

AGENDA ITEM: VI.F.

DATE: 4/28/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council hereby moves to Place on File the Certificate of Action for Petition #08-20 – Sec. 8-24 Referral of Proposed Sale of Town-Owned Property at 88 Stamm Road, received from the Newington Town Plan & Zoning Commission, dated April 8, 2020, a copy of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Communications Tower Space Agreement

The Town Council had the opportunity to review and discuss the proposed Tower Space Agreement, between Callahan Acres, LLC and The Town of Newington, at the April 25, 2020 Special Meeting.

A Resolution to authorize the Town Manager to execute the Agreement has been included for your adoption.

Attachment:

- Resolution – Authorize the Town Manager to Execute Agreement Between the Town of Newington and Callahan Acres, LLC.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

OFFICE OF THE TOWN MANAGER

AGREEMENT

THIS TOWER SPACE AGREEMENT (the “Agreement”) is dated April ____, 2020, and is hereby entered into by Callahan Acres, LLC, a Connecticut limited liability company with an office in Newington, Connecticut, (hereinafter referred as “Owner”), and the Town of Newington, Connecticut, a municipal corporation (hereinafter referred as “User”).

1. **COMMUNICATIONS TOWER AGREEMENT:** The Owner hereby allows the User to use a portion of its communications tower (the “Tower”), located at 99 Cedarwood Lane, Newington, Connecticut, (hereinafter referred as “Premises”) for the placement of transmit and receive antenna at appropriate elevation(s), placement of microwave dish, shelter space, together with all necessary space and easements for access and utilities.
2. **RENT:** During the term hereof, the User shall pay to the Owner an amount which equates to the annual property tax amount assessed against such property, pro-rated for any partial period.
3. **TERM:** The intent of the parties is that this Agreement shall be temporary, with the Owner agreeing to provide the User with rights to the Premises until a new comparable Tower is constructed in close proximity to the existing Tower (the “New Tower”), or the Premises is no longer needed by the User. The use by the User of space on the New Tower will require a negotiated lease agreement between the Owner and the User upon terms and conditions acceptable to both parties. If, for any reason, a lease for the New Tower is not fully executed by the parties hereto within sixty (60) days following the date the Owner notifies the New Tower is ready for occupancy, the rights of the User hereunder to space on either the Existing Tower or the New Tower shall automatically be deemed null and void and the User shall promptly have all of its equipment removed from the Premises and any damage caused thereby repaired by User at its sole cost and expense.
4. **PERMITTED USE:** The Premises may be used by the User for the transmission and reception of public safety radio communications signals and for the construction, installation, operation, maintenance, repair, removal or replacement of such communications equipment (the “User’s Equipment”), which User’s Equipment is more fully described on Exhibit A hereof. User shall have twenty-four (24) hours a day, seven (7) days a week access to the Premises at all times. Notwithstanding the foregoing, the preceding rights shall be subject to the following limitations: (a) no other equipment may be added, substituted, installed, utilized, or maintained at the Premises by User other than the User’s Equipment described on Exhibit A without Owner’s prior written approval, not to be unreasonably withheld or delayed; (b) prior to installation of User’s Equipment,

Phone: (860) 666-8445 Fax: (860) 665-7688

npd@newingtonct.gov
www.newingtonct.gov

User will provide Owner with evidence of all necessary licenses and permits required for the installation and operation of User's Equipment, with User to be responsible, at its sole cost and expense, for maintaining all such permits and licenses, as required by any city, county, state or federal agency relating to the operation of User's Equipment; (c) User explicitly agrees that installation of User's Equipment will be completed per the recommendations, instructions and requirements described in the Owner's most recently completed structural analysis; (d) no person shall enter in or upon the Tower without the prior written consent of Owner, which consent shall not be unreasonably withheld. In such case where entrance in or upon the Tower is immediately necessary as a result of an emergency, consent by Owner may be given verbally by phone, via email or via cell phone text messaging, or by any other means designated by Owner in the future, provided such consent is documented in writing by the parties at the earliest opportunity; (e) User shall, at its sole cost and expense, obtain, maintain and assume responsibility for all construction permits and operating licenses required by any city, county, state or federal agency relating to the installation and operation of User's equipment and compliance with all existing laws, statutes, ordinances, rules and regulations imposed by any government body with jurisdiction over User's operations; (f) User's Equipment shall be installed in a good and workmanlike manner without causing damage to or the weakening of the Tower; (g) User shall not allow any lien or encumbrance to be placed against the Owner or Owner's property for any action or inaction of User, including failure to pay any other claim or debt claimed due by any person; and (h) no alterations, additions, or improvements of any character shall be made in or to the Premises by User without the written consent of Owner first having been secured, which consent shall not be unreasonably withheld.

5. **CONDITION OF TOWER; MAINTENANCE:** User accepts the Tower in its existing condition. Owner has made no representation, statement, or warranty, express or implied, about the conditions of the Tower or the suitability of the Tower for any particular purpose, including its effectiveness for use intended by the User. User agrees that it will keep all and every part of the Premises for which it is responsible hereunder in the same good state of repair as they now are or may later be put, and in a clean and wholesome condition, free from accumulation of waste, reasonable use thereof excepted. User shall, at its sole expense, maintain its equipment in accordance with reasonable engineering standards to assure that at all times User's Equipment and operations are in compliance with the requirements of the FCC and all other public authorities with jurisdiction over User. User shall pay or promptly reimburse Owner, without deduction or offset, for all costs and expenses incurred by Owner in performing any work and services under the terms of this section relating to any part of the equipment, system, facilities, and/or any attachments thereto, of User. Nothing contained herein shall be deemed to prohibit Owner from suspending operation of User's Equipment and remaining off the air in connection with the repair, alteration, maintenance, adjustment, or replacement of User's or Owner's Equipment, provided, however, that Owner shall attempt to make reasonable accommodation so as to minimize disruption of User's operation. It is understood and agreed that in order allow other lessees to install, remove, maintain and repair their facilities located on the Premises, it may be necessary from time to time for Owner to request that User temporarily cease transmission activities, to turn off electrical power,

and/or to make other adjustments to its equipment, system, facilities and/or operations. Owner agrees to use reasonable efforts to schedule such work so as to cause minimum disruption to the operations of User or any other lessee located on the Premises. User agrees to cooperate with Owner and to comply with and honor Owner's requests for the temporary cessation of transmission activities, and in pursuance thereof, to turn off the electrical power, and/or to make such other adjustments to its equipment or operations, as may be necessary in order to allow the orderly performance and carrying out of any such work. With respect to any required repairs or maintenance to the Tower or surrounding site which are intended to benefit all users of the Tower, User shall pay its proportionate share (pro-rated based on the number of users of the Tower and the amount of space on the Tower occupied by such users) of such costs within thirty (30) days following its receipt of an invoice and supporting documentation from the Owner.

6. **ELECTRICITY:** User will pay for all electricity which it consumes in connection with the use of the Premises.
7. **PERMITS:** User will obtain and maintain at its own cost and expense, any and all necessary permits, FCC licenses or other authorizations required for the lawful and proper use of the communications equipment in the conduct of the User's operations.
8. **COMPLIANCE WITH LAWS:** User will comply with all federal, state, and local laws, ordinances, rules and regulations relating to its use of the Premises and communications equipment. Owner will comply with all federal, state, and local laws, ordinances, rules and regulations relating to its ownership of the Premises. User shall reimburse Owner for all actual, direct costs and expenses incurred by Owner due to User's failure to comply with such legal requirements.
9. **INSURANCE:** User will provide Owner, at User's sole cost and expense, an extended coverage general liability insurance policy in the amount of one million dollars (\$1,000,000.00) coverage per occurrence. This policy will list Owner as named insured. User will give Owner a certificate of insurance evidencing such coverage. Should User fail to maintain such insurance for any reason, this Agreement may be terminated immediately by Owner.
10. **INTERFERENCE:** User will conduct its activities in accordance with applicable requirements of the FCC and sound electronic and engineering practice and will not interfere with the operations or equipment of User and the other lessees of the Premises. If any engineering statement presented to or by Owner confirms that User's operation, transmission or other activities on or around any portion of the Premises are causing, or are reasonably expected to cause, interference to the operation, transmission or other activities of Owner or any other lessees of the Premises, User shall, at its sole expense, promptly correct the conditions causing such interference. If the interference is not remedied promptly, Owner may require User to suspend operations. If User is unable to cure such interference within thirty (30) days after such engineering statement is presented to or by User, Owner, at its option may terminate this Agreement or make such corrections itself, the reasonable and actual cost of which shall be User's responsibility.

11. **MISCELLANEOUS.**

- a. User may not assign this Agreement or sublease any portion of the Premises without the prior written consent of Owner
- b. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and may not be changed, modified, or terminated, except by written instrument executed by a duly authorized officer of each of the parties hereto.
- c. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.
- d. The headings of the sections of this Agreement are for the purpose of convenience only, are not part of this Agreement, and shall not be deemed to modify, explain, or restrict in any manner any of the provisions of this Agreement.
- e. This Agreement shall be governed by the laws of the State of Connecticut, without regard to the choice of law provisions thereof.
- f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

USER:

Town of Newington, Connecticut

Name: _____

Title: _____

OWNER:

Callahan Acres, LLC.

Name: _____

Title: _____

AGENDA ITEM: VI.G1

DATE: 4/28/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby authorizes the Keith Chapman, Town Manager to execute an agreement between the Town of Newington and Callahan Acres, LLC for the use of a communications tower located at 99 Cedarwood Lane, said agreement shall be effective upon signing by all parties, a copy of which shall be attached to this Resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: April 22, 2020
Re: Indian Hill Country Club Additional Appropriation

The Town Council had the opportunity to review and discuss the proposed transfer of funds for the Indian Hill Country Club roof replacement and HVAC installation during the April 25, 2020 Special Meeting.

A Resolution to authorize the transfer of funds, free from encumbrances, has been included for your adoption.

Attachment:

- Resolution – Fund Transfer for Indian Hill Country Club Roof Replacement & HVAC



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Keith Chapman, Town Manager
From: Jeff Baron, Director of Administrative Services 
Date: April 20, 2020
Re: Indian Hill Country Club Roof

The Town recently went out to bid for the roof replacement at the Town-owned Indian Hill Country Club. Casa Mia has recently been contracted with to provide food service at the Country Club. Casa Mia has invested in several improvements to the interior of the Club. Their efforts have been hampered by a leaky roof.

Replacing the roof entails lifting off the HVAC (heating, ventilating and air conditioning) units that are on the roof (using a crane), re-roofing the curb that each unit sits on, and then putting a unit back on the curb. The six HVAC units that are on the roof now were installed in 1989 and 1991. Once these units were disconnected and lifted off the roof, it was felt that there was very little probability that they would function if they were put back on the roof and re-connected.

The Town had two bids: one for a roofing contractor to replace the roof and one for an HVAC contractor to replace the rooftop units. The low bidders were Premier Building Associates of Branford at \$126,900 for the roof replacement, and Sav-Mor Cooling and Heating, Inc. of Southington, at \$206,400 for the HVAC unit replacement and a new control system. A 5% contingency (\$16,700) would also be required for a project of this nature, requiring a total appropriation of \$350,000 for these two projects. The Town has \$278,350 currently available for this work.

The roof replacement bid is less than the projected estimate. The HVAC replacement bid substantially exceeds its' projected estimate. Prior to hiring a mechanical engineer to develop the plans and specifications, an estimate of \$99,000 was obtained for the HVAC replacement work. That estimate did not include the following items that were included in the bid plans and specifications: prevailing wages, electrical work, replacement of RTU-1 (which is the only unit not on the roof, but is also long overdue for replacement), replacement of the energy recovery units on two of the rooftop units, testing and balancing, four crane picks, a new control system (with thermostats and wiring to accommodate it), removal and re-installation of exhaust fans, removal of abandoned equipment, and new pipe supports to replace the old wood blocking.

This is to request that the Town Council be asked to appropriate an additional \$71,650 to allow this work to occur, and that this matter be placed on their agenda for consideration. The architect on these projects is J Associates of Newington, and the mechanical engineer is RZ Design Associates of Rocky Hill.

Phone: (860) 665-8513 Fax: (860) 665-8507
jbaron@newingtonct.gov
www.newingtonct.gov

AGENDA ITEM: VI.H

DATE: 4/28/2020

RESOLUTION NO. 2020-

CERTIFICATION:

In accordance with Section 808 of the Town Charter, I hereby certify that there exists, free from encumbrances, in the following appropriation in the General Fund, the amount listed below.

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
10191-8101	Salaries	\$71,650

Janet Murphy, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds in the General Fund to the following CIP account:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
31110-88006	Indian Hill CC Rooftop Units	\$71,650

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: April 24, 2020
Re: FY2021 Connecticut State Library Historic Documents Preservation Grant

The Town Clerk's office is preparing to apply for the annual Historic Documents Preservation Grant from the State Library for preservation of records. The application deadline to apply is April 30th, but has been extended to July 31, 2022, under Executive Order 7M. The Municipal Chief Executive Office (MCEO), or the Town Clerk as their designee, must be authorized to execute the Contract by Resolution of the Town Council.

By authorizing the Town Manager, or their designee, to sign all documents related to the Grant it will allow the signed Contract to be immediately returned once it is received from the State Library.

This authorization to execute the application must be approved by the Town Council prior to the application deadline of July 31, 2020.

After review, if the Town Council is in favor of the application, a Resolution will be placed on May 12, 2020 meeting for your consideration.

Attachments:

- Memorandum from James E. Krupienski, Town Clerk
- Application-Targeted Grant FY 2021 & Narrative Page



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Keith Chapman, Town Manager
From: James E. Krupinski, Town Clerk
Date: April 23, 2020
Re: FY 2021 Connecticut State Library Historic Documents Preservation Grant

Since the inception of the Historic Document Preservation Grant Program, the Town of Newington has applied each year, and has received over \$157,000 to date. The use of these funds has assisted the Town in completing projects ranging from:

- Integrating Map Indexes to the Land Record search terminals;
- Expansion of Land Record and Vital Vault shelving;
- Installation of new Land Record Index/Search System;
- Live Land Record Index from 1976-Current;
- Implementing print and web access for Land Record searching;
- Back scanning, image linking and microfilm preservation of Land Record books;
- Implementation of Laserfiche Enterprise Solution;
- Purchase of Copier/Kiosk solution;
- Military Discharge imaging, microfilm preservation and re-creation.
- Preservation of Town Grand Lists.

The office is allowed to apply once per year, in either April or September, under one of five (5) categories:

- 1) Inventory & Planning; 2) Organization & Indexing; 3) Program Development; **4) Storage & Facilities**; 5) Preservation/Conservation.

This year, as part of the Grant process, I will be applying for the maximum amount of \$7,500, for Storage and Facilities, to replace our current compact Land Record covers with accessible binders. This project will entail the replacement and consolidation of 225 Compact Books, volumes 1526 through 1750, into 75 accessible Archival Binders. The completion of this project will allow for easier page access for searchers and Staff when copies are made and limit possible damage to the records and copier during the copying process. Due to the change in the application deadline, any projects would need to be completed within an estimated 7-month period (December – June). The proposed work would begin no sooner than December 1st for this amended Grant Cycle. This application must be approved by the Town Council prior to the application deadline of July 31, 2020.

Attachments:

- Application-Targeted Grant FY 2021
- Narrative Page & Supporting Documentation

APPLICATION
TARGETED GRANT FY 2021
 Historic Documents Preservation Program
 Connecticut Municipalities
 GP-001 (rev. 1/2020)



STATE OF CONNECTICUT
 Connecticut State Library
 PUBLIC RECORDS ADMINISTRATOR
 231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at <https://ctstatelibrary.org/publicrecords/hdpp>

Name of Municipality:

Use full name, i.e. 'Town of ___' or 'City of ___'

Town of Newington

Name of Municipal CEO:

Keith Chapman

Title: Town Manager

Phone with Area Code:

860-665-8510

Email:

kchapman@newingtonct.gov

Name of Town Clerk:

James E. Krupienski

Title: Town Clerk

Phone with Area Code:

860-665-8550

Email:

jkrupienski@newingtonct.gov

Check if Designated Applicant: ☐

TC Mailing Address:

131 Cedar Street, Newington, CT 06111

MCEO Address if Different:

Grant Application Deadline:

☒ Cycle 1: April 30, 2020

☐ Cycle 2: September 30, 2020

Grant Contract Period:

The contract period begins after July 1, 2020 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2021.

Maximum Grant Allowed:

\$5,500	Small Municipality	Population less than 20,000
\$7,500	Medium Municipality	Population between 20,000 and 69,999
\$10,500	Large Municipality	Population of 70,000 or greater

Amount Requested:

\$ 7,500

Grant Category(ies):

☐ Inventory and Planning
☐ Program Development
☐ Preservation/Conservation

☐ Organization and Indexing
☒ Storage and Facilities

See Page 6 of the Guidelines for Category descriptions.

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$	\$	\$
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$ 7,500	\$ 3,000	\$ 10,500
4. Town Personnel Costs (Total cost for all town personnel)	¹ \$	² \$	\$
5. Other (Please specify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 7,500	\$ 3,000	\$ 10,500

¹ Base pay only for personnel hired directly by the municipality for the grant project. Consultant/vendor costs should be listed on Line 1.

² Personnel taxes, benefits and any overtime must be paid by the municipality.

Narrative Page & Supporting Documentation

- Answer on an attached page, numbering the answers for questions 1 through 3; and question 4 if required.
 - If applying for more than one project, questions 1 through 3 must address each project separately; for example, number the answers 1a and 1b, 2a and 2b, 3a and 3b.
 - Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.
1. **Describe the project:** State **what** will be done and **why**. Where applicable, identify the **specific records** involved, including volume numbers and date ranges.
 2. **Provide vendor/personnel info & timeframe:** For **vendors**: Identify the **company** and the **timeframe** for completing the work within the grant period. For **town personnel**: Refer to the detailed **instructions** provided on **Page 12** of the Guidelines under Section D, Town Personnel Costs.
 3. **State what will be accomplished:** Explain how the project will impact the records, the office and/or the municipality.
 4. **Provide a detailed budget:** If applying for more than one project – show the breakdown for each project under each line item (*Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs*) and the split between grant and local funds where applicable. If applying for only one project with one vendor, omit this question.
 5. **Attach supporting documents:** For vendors: provide a copy of the proposal or quote. For direct purchases of equipment or supplies: provide a copy of the product information/pricing.

Designation of Town Clerk as Applicant

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, _____, the Town Clerk, as the agent for making the above application.

Signature of MCEO

Date

Name and Title of MCEO

Certification of the Application

This section must be signed by the applicant.

If the Town Clerk is designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2021 Targeted Grant Guidelines* have been met.

Signature of Applicant (MCEO or Town Clerk if Designated)

Date (*must be same as or later than above date*)

Name and Title of Applicant

For State Library Use Only

Grant Disposition: ☐ Approved ☐ Denied

Grant Award: \$ _____

Grant Number: _____ - _____ - _____

Signature of Public Records Administrator

Date

1. **Describe the project.** State what will be done and why. For records projects, identify the specific records involved, including volume numbers and date range.
 - For our Fiscal Year 2021 Historic Documents Preservation Grant we will be replacing 225 existing compact binder books with seventy-five (75) new Ten Champ Binders, encompassing three volumes per binder. The existing binders cause undue stress on the Land Records pages and the outer binder cover when they are placed upon the copier glass. This move will also allow for damaged pages to be replaced easily when necessary without specialized tools or training.
2. **Provide vendor/personnel info & timeframe.** For vendors, identify the **company** and the **timeframe** for completing the work within the grant period. For town personnel: Refer to the detailed **instructions** provided on **page 12** of the Guidelines under Section D, Town Personnel Costs.
 - ADKINS, Inc of New Britain, CT will be the Vendor for this project. They expect to have delivery of the new binders and corresponding volume divider tabs, six to eight weeks after ordering.
3. **State what will be accomplished.** Explain how the project will impact the records, the office and/or the municipality.
 - The replacement of the existing compact binders will minimize the damage to existing covers and stresses placed upon the Land Records pages and covers.
4. **Provide a detailed budget.** If applying for more than one project – show the breakdown for each project under each line item (*Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs*) and the split between grant and local funds where applicable. If applying for only one project with one vendor, omit this question.
 - Single vendor proposed for project. Job Estimate is included.
5. **Attach supporting documentation.** For vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.
 - ADKINS Job Estimate quote, dated April 16, 2020.

Volume Etching and Tab Sheet List

FY 2021 Historic Grant

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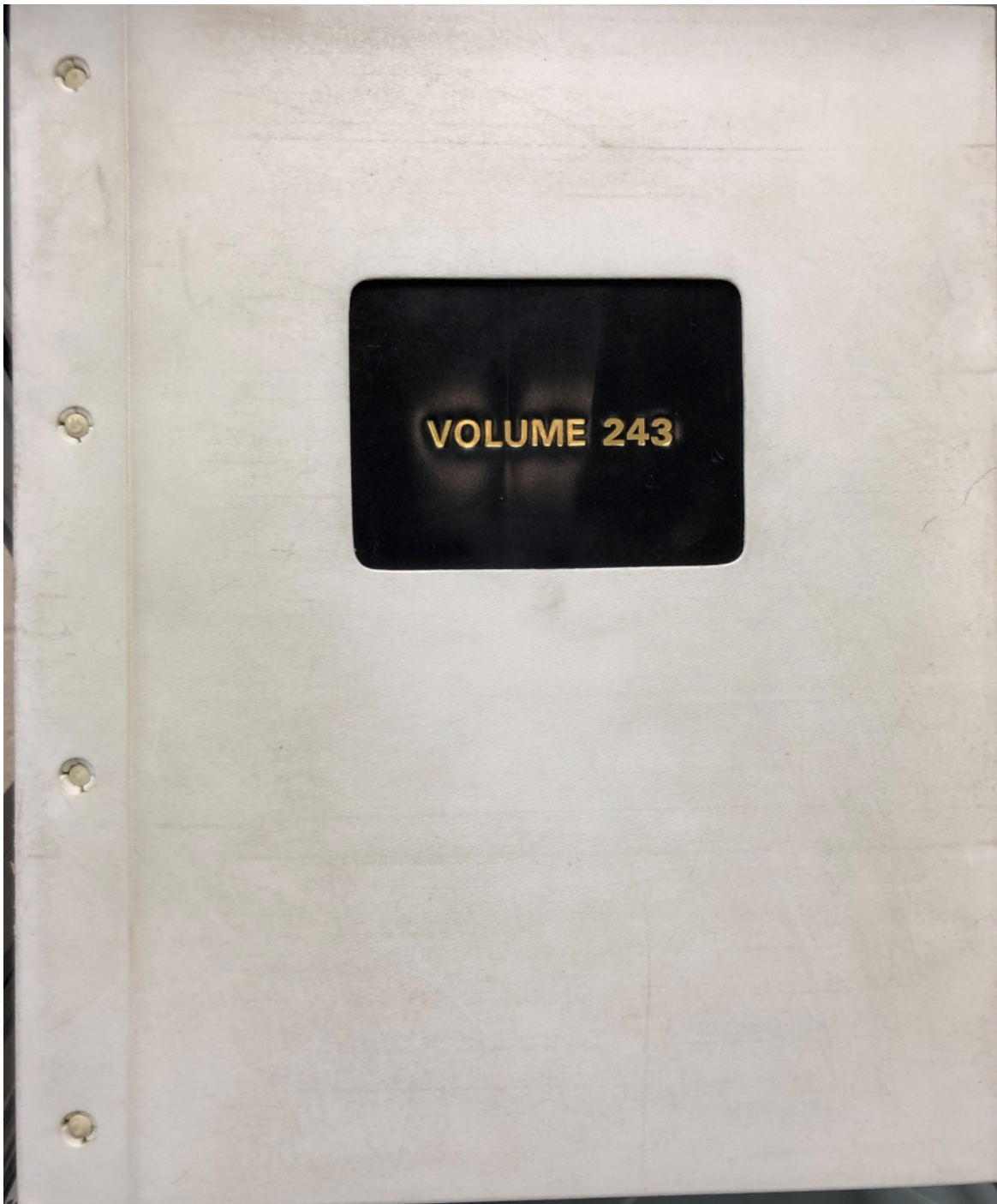
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Existing Compact Land Record Binder



Spine Tension on Binder and Permanent Record



Binder style showing Tab Sections

CONSERVATION COMMISSION 18 AUGUST 19, 2014

Commissioner Clark: There is a day long invasive plants symposium at UConn - I attended it last year. I can't attend it this year because I can't get out of work and I wondered if anybody is interested to get out of work for a day. It's chaired by D. Ellis and I thought it was chaired by Donna Ellis and I can give the information to anybody. It is on a Wednesday in October, if you're interested in it, I would be happy to pass the information on to anybody who would be interested at all in attending.

Chairman Block: We will leave it as members to call you.

Commissioner Clark: I will just send out the e-mails.

VIII. Public Participation on non-agenda items

Seeing no one, we go on to:

IX. COMMUNICATIONS AND REPORTS

Application 2014-08AA-30 West Hartford Road

Town Engineer Chris Greenlaw: Mr. Chair, as you are aware, we have had two approvals the first being in 2014, 08AA-30 West Hartford Road. That is a homeowners association and that is the reconstruction of their driveway and related grading; that work is within the upland review area and they demonstrated B&P's on a plan as far as very minor grading they had adjacent virtually was to the road and they had a lot of trees and shrubs and a lot of stone walls. The second application, 97 Brookside Road was for a dock and the soil alteration was four soundbites to support the dock and just a little grading, possible stones being up under the dock.

Commissioner Zelen: Mr. Chair, I had gone out and tried to do a search on line for public notices and I came up empty handed and I asked the secretary from the Engineering department to ask the New Britain Herald as to why the on search does not reveal those were posted. Do we have an update on that?

Town Engineer Chris Greenlaw: The update was Mr. Chair, we did consult with the commissioner and we are required by regulation to post in the paper on certain dates the decisions by the agent and those were done and the proof was sent to the commissioner who requested that and that was demonstrated to you. Additionally, I want to extend to the commissioner if you're looking for any additional communications through another web source, you can do that on your time. Because we have a lot of information that is posted on the website and the public can access it. Through the Chairman, through the Department head and we will get back to you. So we acted in accordance with the regulations to the fullest and that proof was sent to the commissioner.

Commissioner Zelen: So my question was, why did it not appear on line?

Chairman Block: I think that would be your question to the newspaper.

CONSERVATION COMMISSION 19 AUGUST 19, 2014

Chairman Block: I think that would be your question to the newspaper.

Comm. Zelen: Then I asked the Engineering Department to follow up with that to find out why.

Chairman Block: Then again, the staff has recorded it. If they have proof of the receipt and the publisher...

Comm. Zelen: ...I asked that it be investigated.

Chairman Block: Again, the result of the investigation would be their receipt. If it goes beyond that the question is, is it the newspaper that is sending us a false receipt then our further inquiry is only going to use the copy of the receipt they have.

Town Engineer Chris Greenlaw: And the receipt is by means of a proof.

Chairman Block: So, if you are saying that the paper is not publishing something, I think why didn't they publish.

Comm. Zelen: I didn't say that. I said the online search for the public notice is not found and I wanted to know why that would be when other town notices are there.

Chairman Block: Okay, a search for what?

Comm. Zelen: The public notice for these two applications having been approved.

Chairman Block: So you are saying the town website doesn't provide proof that it was published.

Comm. Zelen: No, that's not what I said. I said, the online search for public notices should list these publications. However, it does return for other applications from other towns. Chris Greenlaw: I would ask the commissioner, any commissioner that when you do online searches, is it the search engine you are utilizing because we have from the newspaper, the proof which we request a copy so that we know it was published, so it asks for you to provide a copy of the source that we have always utilized and we have always received their proof of publication. Comm. Zelen: My inquiry here is, is the benefit of the public because not everyone receives a hard copy? most people nowadays are on searches for this type of information.

Town Engineer Chris Greenlaw: Again, we are required, fulfilling the regulation to publish in accordance with certain terms and we have satisfied them.

Chairman Block: I think if the town sites has the record of the publication of a certain newspaper of a certain date and they have proof of that appearing, I don't understand why...I can't second guess whether or not it was actually published.

Comm. Zelen: Then what I am hearing is that the Engineering Department of the Town of Newington - does not care whether the public can find these notices on line.



40 SOUTH STREET, P.O. BOX 2440, NEW BRITAIN, CT 06050-2440

JOB ESTIMATE

April 16, 2020

Client: James Krupienski, Newington Town Clerk

Title of Job: Archival Supplies

- 75 Letter Size Land Record Binders @ \$95.00/ea.....\$7,125.00/lot
 - Black binder/gold stamping
 - Round posts 4 – 5/16 – 8-1/4” spacing
 - 3” cap – pulls on top turned in
- 225 divider volume tabs @ \$14.00/ea.....\$3,150.00/lot
 - Maroon poly tabs with gold stamping
 - 11 x 8.5 – (4 – 5/16 – 8-1/4 spacing)
- Shipping/delivery\$225

TOTAL COST - \$10,500


Irene Sulewski, Municipal Account Specialist

AGENDA ITEM: VIII.A

DATE: 4/28/2020

RESOLUTION NO. 2020-

RESOLVED:

That property tax refunds in the amount of \$ 355.06 are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TAX REFUNDS – April 28, 2020

Shaun Chai Green 534 Cypress Road Newington, CT 06111	\$355.06
TOTAL	\$ 355.06